

ADDENDUM TO PERSONAL SERVICES AGREEMENT

The Rutherford County Circuit Court Clerk (the "Clerk") and Government Service Automation, Inc. as successor in interest to Jordan Applications, ("GSA") (the Clerk or GSA may individually be referred to as "Party" or collectively as "Parties") enter into this Addendum to Personal Services Agreement (hereinafter, "Addendum") to be effective December 1, 2014 (hereinafter, "Effective Date").

WITNESSETH:

WHEREAS, the Clerk, by and through the Rutherford County Executive, and GSA executed a Personal Services Agreement dated December 12, 1989 (the "Services Agreement"), wherein GSA became an independent contractor for the Clerk to provide certain consulting and data processing services and install certain equipment (the "GSA System") for use by the Clerk which Services Agreement has been renewed, modified and extended from time to time and expires by its terms on December 11, 2014 (the "Termination Date");

WHEREAS, the Rutherford County Sheriff's Office, the Rutherford Correctional Work Center and the Rutherford County Youth Services Department ("Additional Departments") were permitted to have access to the GSA System through Services Agreement with the Clerk;

WHEREAS, the Services Agreement was terminated as of November 30, 2014, by the Clerk, by and through the County Mayor;

WHEREAS, the Clerk has requested that GSA reinstate and extend the term of the Services Agreement for a period of seven (7) months, from November 30, 2014 through June 30, 2015 (the "Extended Termination Date") and GSA has agreed to do so on the terms and conditions stated in this Addendum.

NOW THEREFORE, GSA and the Clerk, for good and valuable consideration, reinstate and extend the Services Agreement as follows:

1. This Addendum shall come into and be in effect as of the Effective Date, and shall terminate at 11:59 P.M. CT on the Extended Termination Date. Paragraph 2 of the Services Agreement is modified to comport with the provisions of this paragraph. Upon receipt of written request for a further extension made by the Clerk no later than 4:00 P.M. CT on June 1, 2015, GSA shall have the option, in its sole discretion for any reason or no reason, to further extend the Extended Termination Date on such terms and conditions as the Parties may agree. There is no automatic renewal of the term of the Service Agreement, or this Addendum, nor is there a notice of termination requirement on either Party with regard to the same other than specified in this paragraph.

2. The Clerk and Additional Departments (collectively, the Departments”) and the monthly fees for services and use of the GSA System under the Services Agreement are described on Exhibit 1 attached hereto and incorporated herein.

3. As of the Effective Date, the individual users in the Departments authorized under the Services Agreement are described in Exhibit 2 attached hereto and incorporated herein.

4. It is anticipated by the Parties that the number of authorized individual users under the Services Agreement will increase during the initial sixty (60) days of the term of this Addendum. Additional authorized users under the Services Agreement must be approved by the Clerk and Exhibit 2 shall be revised on February 2, 2015, to include the additional authorized users. All additional users shall be deemed to have been authorized under the Services Agreement as of the Effective Date.

5. A description of the existing equipment owned by GSA (the “GSA Equipment”) and located in the Departments is described in Exhibit 3 attached hereto and incorporated herein.

Notwithstanding anything to the contrary under the Services Agreement or any other agreement to which GSA is a party, GSA shall have no responsibility for the maintenance, repair or replacement of the GSA Equipment or any portion thereof during the term of this Addendum.

6. Except as specifically modified herein, the terms and conditions of the Services Agreement shall remain in full force and effect. Each person signing below represents that he or she has read this Addendum in its entirety; understands its terms; is duly authorized to execute this Addendum on behalf of the party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

[SIGNATURE PAGES FOLLOW]

Executed the dates written below to be effective as of the Effective Date set forth above.

**GOVERNMENT SERVICE
AUTOMATION**

By: _____
Michael G. Boswell
Its: President

Date: January ___, 2015

RUTHERFORD COUNTY, TENNESSEE

By: _____
Earnest G. Burgess
Its: County Mayor

Date: January ___, 2015

Rutherford County Circuit Court Clerk

Signature

Printed Name

Date

Correctional Work Center

Signature

Printed Name

Title

Date

District Attorney General

Signature

Printed Name

Title

Date

Domestic Violence Court

Signature

Printed Name

Title

Date

General Sessions Court

Signature

Printed Name

Title

Date

Juvenile Detention

Signature

Printed Name

Title

Date

Juvenile Court

Signature

Printed Name

Title

Date

Rutherford County Sheriff's Office

Signature

Printed Name

Title

Date

EXHIBIT 1
(Addendum to Personal Services Agreement)

| <u>DEPARTMENT</u> | <u>FEES/MONTH</u> | <u>CONTACT</u> |
|-----------------------------------|--------------------------|--------------------------|
| Circuit Court Clerk | \$6,754.00 | Melissa Harrell |
| Correctional Work Center | \$359.60 | Bernard Salandy |
| District Attorney General* | \$719.20 | Jennings H. Jones |
| Domestic Violence* | \$359.60 | Monique Tillage |
| General Sessions* | \$1,400.00 | Hon. David Lowery |
| Juvenile Court* | \$359.60 | Karen Slater |
| Juvenile Detention* | \$719.20 | Lynn Duke |
| Sheriff's Office | \$359.60 | Darlene Spence |
| Youth Services | \$359.60 | Teena S. Bigbee |
| Youth Services 2 | \$200.00 | Teena S. Bigbee |

Fees are payable in advance on or before the first day of each month, beginning December 1, 2014, and continuing through and including June 1, 2015.

Additional Departments or increases in the number of User IDs authorized for a particular Department, will result in increased fees

* - Denotes Departments wherein the Services Agreement was not in effect as of November 30, 2014, which must execute a GSA Nonexclusive License Agreement as a precondition to the execution of this Addendum..

EXHIBIT 2
(Authorized Users)

Rutherford Users by Contract Listing

Circuit Clerk Office

| LOGIN ID | CONTRACT DEPT | SUB DEPT | NAME |
|----------|---------------------|------------------|--------------------|
| ABELL | CIRCUIT COURT CLERK | CIRCUIT CRIM | ALYSSA BELL |
| AMORRIS | CIRCUIT COURT CLERK | JUV | AUDRY MORRIS |
| ATHOMAS | CIRCUIT COURT CLERK | JUV | ANGIE THOMAS |
| BBECKER | CIRCUIT COURT CLERK | GS CRIM | BETH BECKER |
| BHALL | CIRCUIT COURT CLERK | CIRCUIT CRIM | BETTY HALL |
| BMALONE | CIRCUIT COURT CLERK | CIRCUIT CRIM | BETSY MALONE |
| BRATCHER | CIRCUIT COURT CLERK | GS CIVIL | LEIGH BRATCHER |
| CCINQ | CIRCUIT COURT CLERK | CIRCUIT CIV | PUBLIC INQ |
| CIVINQ | CIRCUIT COURT CLERK | CIRCUIT CRIM | PUBLIC INQ |
| COL.EXP | CIRCUIT COURT CLERK | COLLECTIONS | COLLECTIONS EXPORT |
| CPETERS | CIRCUIT COURT CLERK | CIRCUIT CRIM | CHERYL PETERS |
| DROMANS | CIRCUIT COURT CLERK | JUV | DANA ROMANS |
| DUTTON | CIRCUIT COURT CLERK | CIRCUIT CIV | VICKIE DUTTON |
| DWILLIAM | CIRCUIT COURT CLERK | CIRCUIT CIV | DELORES WILLIAMS |
| DYEALOCK | CIRCUIT COURT CLERK | GS CRIM | DARLENE YEALOCK |
| GGAMMON | CIRCUIT COURT CLERK | GS CRIM | GINA GAMMON |
| GHICKLEN | CIRCUIT COURT CLERK | GS CIVIL | GINA HICKLEN |
| GISELLE | CIRCUIT COURT CLERK | JUV | GISELLE SUTHERLAND |
| GOODWIN | CIRCUIT COURT CLERK | GS CRIM | DEBBIE GOODWIN |
| GSINQ | CIRCUIT COURT CLERK | GS CRIM | PUBLIC INQ |
| GSSPARE | CIRCUIT COURT CLERK | GENERAL SESSIONS | SPARE SESSIONS |
| JBLYTHE | CIRCUIT COURT CLERK | GS CRIM | JERRY BLYTHE |
| JFUNTE | CIRCUIT COURT CLERK | GS CIVIL | JOY FUNTE |
| JHAILEY | CIRCUIT COURT CLERK | CIRCUIT CIV | JONATHAN HAILEY |
| JKING | CIRCUIT COURT CLERK | GS CRIM | JESSICA KING |
| JMARTIN | CIRCUIT COURT CLERK | GS CRIM | JAMIE MARTIN |
| JMILLER | CIRCUIT COURT CLERK | CC CRIM | JOSHUA MILLER |
| JWEBB | CIRCUIT COURT CLERK | JUV | JACKIE WEBB |
| JWILLIS | CIRCUIT COURT CLERK | GS CRIM | JESSICAL WILLIS |
| KBEATY | CIRCUIT COURT CLERK | GS CRIM | KATHERINE BEATY |
| KHUMP | CIRCUIT COURT CLERK | GS CIVIL | K HUMP |
| KWEED | CIRCUIT COURT CLERK | GENERAL SESSIONS | KAYE WEED |
| LAURENT | CIRCUIT COURT CLERK | JUV | LAUREN TOMLINSON |
| LJACKSON | CIRCUIT COURT CLERK | GS CIVIL | LINDA JACKSON |
| LREEDER | CIRCUIT COURT CLERK | GS CRIM | LISA REEDER |
| LSMITH | CIRCUIT COURT CLERK | GS CRIM | LORIA SMITH |
| LSTEMP | CIRCUIT COURT CLERK | CIRCUIT CIV | LINDA STEM |
| MBOYD | CIRCUIT COURT CLERK | GS CIVIL | MAXINE BOYD |
| MEAGLE | CIRCUIT COURT CLERK | JUV | MALINEE EAGLE |
| MESSICK | CIRCUIT COURT CLERK | GS CIVIL | TERESA MESSICK |
| MHARRELL | CIRCUIT COURT CLERK | CIRCUIT CRIM | MELISSA HARRELL |

| | | | |
|-----------|---------------------|------------------|--------------------|
| MJACOBS | CIRCUIT COURT CLERK | CIRCUIT CRIM | MARTHA JACOBS |
| MJAKES | CIRCUIT COURT CLERK | CIRCUIT CIV | MARY JAKES |
| RAMONA | CIRCUIT COURT CLERK | CIRCUIT CIV | RAMONA PENDERGRASS |
| RGENTRY | CIRCUIT COURT CLERK | CIRCUIT CRIM | ROBIN GENTRY |
| SCRUGGS | CIRCUIT COURT CLERK | CIRCUIT | MEG SCRUGGS |
| SDAVIS | CIRCUIT COURT CLERK | CIRCUIT CIV | SHARON DAVIS |
| SPAREGS | CIRCUIT COURT CLERK | GENERAL SESSIONS | SPARE SESSIONS |
| SSMYTHIA | CIRCUIT COURT CLERK | JUV | SHERRY SMYTHIA |
| SSWANN | CIRCUIT COURT CLERK | CIRCUIT CIV | SUZANNE SWANN |
| TALBSERTS | CIRCUIT COURT CLERK | GS CRIM | TAMMY ABERTSON |
| WILKINSO | CIRCUIT COURT CLERK | | KIM WILKINSON |
| DCOOPER | CIRCUIT COURT CLERK | GS CRIM | DONNA COOPER |

Correctional Work Center

| LOGIN ID | CONTRACT DEPT | SUB DEPT | NAME |
|----------|-----------------------|-----------|------|
| CB.INQ | CORRECTIONAL WORK CTR | WORKHOUSE | |
| CB2.INQ | CORRECTIONAL WORK CTR | WORKHOUSE | |

Sheriff Office

| LOGIN ID | CONTRACT DEPT | SUB DEPT | NAME |
|----------|----------------|----------|-------------|
| SHER | SHERIFF OFFICE | SHERIFF | SHERIFF INQ |

District Attorney Office

| LOGIN ID | CONTRACT DEPT | SUB DEPT | NAME |
|----------|---------------|----------|-------------------|
| DA.ATT | DA | DA | DISTRICT ATTORNEY |
| LCOLLUM | DA | DA | DISTRICT ATTORNEY |

Juvenile Judge (NEW CONTRACT)

| LOGIN ID | CONTRACT DEPT | SUB DEPT | NAME |
|----------|---------------|----------|-----------------|
| DAVEN | JUV JUDGE | JUV | JUDGE DAVENPORT |

Youth Services

| LOGIN ID | CONTRACT DEPT | SUB DEPT | NAME |
|----------|----------------|----------------|--------------------|
| ASMITH | YOUTH SERVICES | YOUTH SERVICES | ANGIE SMITH (NEW!) |
| LSTACY | YOUTH SERVICES | YOUTH SERVICES | LYNN STACY |

General Sessions Judges and Judicial Commissioners

| LOGIN ID | CONTRACT DEPT | SUB DEPT | NAME |
|----------|-------------------------|-----------------------|-----------------------------|
| AANDE | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | AMY ANDERSON |
| CARNOLD | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | CHANTA ARNOLD |
| GSCOURT1 | GENERAL SESSIONS JUDGES | GS.COURT | GENERAL SESSIONS JUDGE CLEI |
| GSCOURT2 | GENERAL SESSIONS JUDGES | GS.COURT | GENERAL SESSIONS JUDGE CLEI |
| KAUFFMAN | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | SUZANNE KAUFFMAN |
| KDEAL | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | KENNA DEAL |
| LAMPARTE | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | CHRISTINA LAMPARTER |
| RCAMP | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | RHONDA CAMPBELL |
| SCOLE | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | SAVONE COLE |
| SHAMLETT | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | SHERRY HAMLETT |
| SKAUF | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | SUZANNE KAUFFMAN |
| TROUTMAN | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | SHARON TROUTMAN |
| WWATKINS | GENERAL SESSIONS JUDGES | JUDICIAL COMMISSIONER | WANDA WATKINS |

Juvenile Detention Center

| LOGIN ID | CONTRACT DEPT | SUB DEPT | NAME |
|----------|------------------------|----------------|--------------------|
| LCANNON | JUVENILE DETENTION CTR | JUV DETENTION | LISA CANNON (NEW!) |
| LDUKE | JUVENILE DETENTION CTR | YOUTH SERVICES | LYNN DUKE |

Domestic Violence

| LOGIN ID | CONTRACT DEPT | SUB DEPT | NAME |
|----------|-------------------|----------|-----------------|
| DV.GSINQ | DOMESTIC VIOLENCE | DV | DV SESSIONS INQ |

Providence Probation (PCC)

| LOGIN ID | CONTRACT DEPT | SUB DEPT | NAME |
|----------|----------------------|------------------|----------------------|
| BI | PROVIDENCE PROBATION | CC.CLERK.INQUIRY | PROVIDENCE PROBATION |

EXHIBIT 3
(GSA Equipment Inventory)

61266375.3

| DEVICE TYPE | LOCATION | DESCRIPTION |
|-------------|---------------|--------------------------------|
| PRINTER | CIRCUIT CRIM | OKIDATA 321 TURBO F9 |
| PRINTER | CIRCUIT CRIM | OKIDATA 321 TURBO PRINTER (F3) |
| PRINTER | CIRCUIT CRIM | OKIDATA 321 TURBO PRINTER (F4) |
| TERMINAL | CIRCUIT CRIM | PUBLIC TERMINAL |
| TERMINAL | SESSIONS CRIM | PUBLIC TERMINAL |
| PRINTER | SESSIONS CRIM | OKIDATA 321 TURBO (F1) |
| PRINTER | SESSIONS CRIM | OKIDATA 321 TURBO (SPARE) |
| PRINTER | SESSIONS CRIM | OKIDATA 321 TURNBO (F15) |
| PRINTER | SESSIONS CRIM | OKI PACEMARK 340 |
| PRINTER | SESSIONS CRIM | OKIDATA 320 PRINTER (F6) |
| PRINTER | SESSIONS CRIM | OKIDATA 320 PRINTER (F12) |
| TERMINAL | CIRCUIT CIVIL | PUBLIC TERMINAL |
| PRINTER | CIRCUIT CIVIL | OKIDATA 320 (SLAVE PRINTER) |
| PRINTER | CIRCUIT CIVIL | OKIDATA 320 (SLAVE PRINTER) |
| PRINTER | CIRCUIT CIVIL | OKIDATA 320 |
| PRINTER | CIRCUIT CIVIL | OKIDATA 320 (F0) |
| SERVER | SERVER ROOM | IBM RISC 6000 |
| TAPE DRIVE | SERVER ROOM | EXTERNAL TAPE DRIVE |
| UPS | SERVER ROOM | BATTERY BACKUP |
| PRINTER | JUVENILE | OKIDATA 321 (F10) |
| PRINTER | JUVENILE | OKIDATA 290 (F7) |

| |
|-------------------|
| S/N |
| AK2505790510 |
| AK05020673HO |
| A397018018018G0 |
| 7025701281 |
| 7025701283 |
| AG220138691O |
| AE72028604FD |
| LR54558-9610-4143 |
| 109A6042649 |
| A34C010251EO |
| AE4C010250EO |
| 7025701614 |
| AE9A025861GO |
| AK2505790510 |
| 008B2747807 |
| AK2403344510 |
| 10-8835C |
| HUN5420020 |
| |
| 104B2138674 |
| 812B2023723 |

NONEXCLUSIVE LICENSE AGREEMENT

Government Service Automation (herein "GSA"), 201 4th Avenue, North, Suite 1220, Nashville, Tennessee 37219, for good and valuable consideration, hereby grants a royalty-free, non-exclusive license to the **Domestic Violence Court**, 2106 East Main Street, Murfreesboro, Tennessee (herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated GSA processing system utilized by the Circuit Court Clerk and other departments of the Rutherford County government, subject to the terms and conditions hereof (herein "License"):

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b. Notices. Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first-class mail, postage prepaid, registered or certified, and addressed to a party at the address set forth on the first page of this License or at such other address as shall be specified pursuant to notice duly given.

c. Enforcement. In the event that any provision of this License is determined to be invalid or unenforceable the remainder of this License Agreement shall be valid and enforceable to the maximum extent.

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e. Actions. In the event any action is brought to enforce this License, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorney's fees and court costs.

f. Survivability. The obligations set forth herein shall survive any termination of this License.

g. Governing Law. This License Agreement shall be governed by and enforced in accordance with the laws of the State of Tennessee in a court of competent jurisdiction sitting in Davidson County or in the federal Middle District of Tennessee.

Executed the to be effective as of the latest date set forth below.

GOVERNMENT SERVICE AUTOMATION

By: _____
Michael G. Boswell
Its: President

Date: January __, 2015

DOMESTIC VIOLENCE COURT

By: _____
Name: _____
Its: _____

Date: January __, 2015

NONEXCLUSIVE LICENSE AGREEMENT

Government Service Automation (herein "GSA"), 201 4th Avenue, North, Suite 1220, Nashville, Tennessee 37219, for good and valuable consideration, hereby grants a royalty-free, non-exclusive license to the **General Sessions Court**, 20 North Public Square, Judicial Building, Room 101, Murfreesboro, Tennessee (herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated GSA processing system utilized by the Circuit Court Clerk and other departments of the Rutherford County government, subject to the terms and conditions hereof (herein "License"):

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2. TERMS.

This License shall be effective until the termination of any GSA Personal Services Agreement ("PSA") to which Licensee is a party or until terminated by one of the parties pursuant to the termination clause herein. Upon termination or expiration of this License, all rights and obligations shall cease, except the Licensee's obligations to maintain the confidentiality of GSA's proprietary information.

3. SECURITY.

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, CD, DVD, or memory or in any other form are not made available by the Licensee or by any of its employees to any entities or individuals not licensed by

this License to make use thereof; in particular, Licensee recognizes the proprietary nature of the Programs and agrees as follows:

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- b. To make no copies of or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of GSA.
- c. To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party.
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Any modifications or enhancements to the Programs, or any other Program-related materials, provided by GSA to the Licensee shall be subject to all conditions and restrictions contained in this License. Licensee recognizes that GSA has gone to considerable time and expense to develop the Programs and related materials, and that GSA would suffer great and irreparable harm and damage by unauthorized copying or reproduction of the Programs. Licensee further acknowledges that such action may cause significant commercial damages which may be difficult to assess. Therefore, Licensee agrees that GSA shall be entitled to extraordinary and injunctive relief in court, including but not limited to: restraining orders, temporary, preliminary and permanent injunctions, without the necessity of posting bond or other security, which the Licensee expressly waives, or the necessity of showing damage, which the Licensee expressly waives; for any breach of this License. Licensee shall not copy, reproduce, reverse assembly, reverse compile, modify, merge, transfer or distribute the Programs in any way or manner without the prior written authorization of GSA.

4. LIMITATION OF LIABILITY.

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By: _____
Michael G. Boswell
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Date: January __, 2015

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By: _____
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By: _____
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By: _____
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Michael G. Boswell

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Date: January __, 2015

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By: _____

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Its: District Attorney

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